#228

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 04 / 26	/ 22
COUNTY DEPARTMENT MAKING RE	ZQUEST:JJC
STATE WITH SPECIFICITY, WHAT	T THE REQUEST IS AND WHY THE ASSISTANCE
OF THE DISTRICT ATTORNEY'S	OFFICE IS NEEDED:
Please review and approve the Contr	ract between the Board of County Commissioners of
Oklahoma County on behalf of the C	Oklahoma County Juvenile Bureau and Dr. Raymond
M. Fuchs, Ph.D., who shall provide I	Psychological Evaluations of clients coming to the
attention of the County. Requisition	12300017, not to exceed \$20,000, has been issued to
Raymond Marcus Fuchs. This Agree	ement shall be effective July 1, 2022 through June 30.
2023, contingent upon encumbrance	of funds. Requested by J'me Overstreet, Juvenile
Bureau Director.	
ATTE ACTE ADDITIONAL DOCUMENTO	1.16.1777
as to "form and locality" are based as	SAS APPROPRIATE. (NOTE: Advice, reviews and approve
Attorney's Office Please provide all release	the documentation and information provided to the Distr vant information when requesting an opinion or review from t
District Attorney's Office).	vant information when requesting an opinion or review from t
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	COUNTY OFFICER
DATE DECEMBED BY DICEPTON AND	· · · · · · · · · · · · · · · · · · ·
DATE RECEIVED BY DISTRICT ATTO	
REPLY BY DISTRICT ATTORNEY:	Reinel 4-27-22
	by .
	DAVID PRATER
RECEIVED	DISTRICT ATTORNEY
If 17200 and	in .
APR 27 2022	Ву:
THE DIVISION	

Revised 2003 ISTRICT ATTORNEY

AGREEMENT

This Agreement consists of five (5) pages and is entered into by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau hereinafter called "County" and Dr. Raymond M. Fuchs, Ph.D., 330 W. Gray, Suite 518, Norman, Oklahoma 73069 hereinafter called "Contractor". The purpose of this Agreement is to secure psychological evaluations on clients coming to the attention of the County.

ARTICLE I QUALIFICATIONS

<u>Contractor</u> is a private entity and not an agent of the <u>County</u> or any other division or department of the <u>County</u>. He is properly trained and qualified to provide psychological services to children and youth eighteen (18) years of age and under who come under the jurisdiction of the District Court of the State of Oklahoma, and to provide consultation for staff of the County.

ARTICLE II AGREEMENT

This Agreement shall become effective (1st) day of July 2022 and shall terminate at the close of the (30th) day of June 2023. Costs incurred prior to or subsequent to those dates are not allowed.

ARTICLE III OFFICIALS AND EMPLOYEES NOT TO BENEFIT

No official or employee of the <u>County</u> or any other employee of the Oklahoma County Government shall receive any share or part of the Agreement, or to any benefit that may arise therefrom, and no employee of the <u>County</u> or officer, official or employee for the <u>County</u> shall serve as employees of the <u>Contractor's</u> organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

<u>Contractor</u> will provide psychological services to clients and provide training and consultation to employees of the <u>County</u>. He shall be compensated for his services in accordance with the following fee schedule:

- 1. Psychological Evaluations for Certification Studies for children and youth eighteen (18) years of age and under \$950.00/evaluation.
- 2. Psychological Evaluations for children and youth eighteen (18) years of age and under \$750.00/evaluation.

Payment for services rendered will be made only upon receipt of documented claims. These claims shall be submitted monthly in the format and in accordance with procedures prescribed by the <u>County</u>. The County must authorize all claims. Total payments pursuant to this contract shall not exceed \$20,000.00 (Twenty Thousand Dollars).

In the event claims are subsequently disallowed by the <u>County</u> pursuant to the agreement, the <u>Contractor</u> shall repay the General Fund of the <u>County</u>, on demand, the amount of any such disallowed claims or at the discretion of the <u>County</u> may deduct such amounts from subsequent payments to be made to the <u>Contractor</u> hereunder without prejudice however to the <u>County's</u> right thereafter to establish the allowability of any such item(s) of cost under this Agreement.

ARTICLE V ACCOUNTS AND REPORTS

The <u>County</u> shall periodically review the performance of <u>Contractor</u> under this Agreement. If as a result of such review(s), the <u>County</u> determines that the responsibilities of <u>Contractor</u> pursuant to the Agreement are not being adequately performed or if the <u>County</u> determines that a change in the nature or scope of services to be provided under the Agreement requires modification, the parties shall attempt to resolve the issue amicably and to agree upon any needed changes to this Agreement and to implement the adjustments required by the <u>County</u>. If the parties are unable to reach an agreement, the parties shall be discharged from further obligations under the terms of the Agreement.

ARTICLE VI SPECIAL PROVISIONS

- 1. The County or Oklahoma County District Court must authorize all services offered pursuant to the Agreement prior to delivery. It is also understood that need for services pursuant to this Agreement will be at the sole discretion of the <u>County</u> and/or Oklahoma County District court.
- 2. <u>Contractor</u> agrees to conduct psychological testing and interviews of clients at the Oklahoma County Juvenile Bureau as requested.
 - It shall be the responsibility of the County to provide proper accommodations (available space/room) and environment adequate for psychological and mental evaluations. Such accommodations and environment shall meet the standards of APA (American Psychological Association) Standards of Practice Statutes and Standards of Practice for Forensic Psychologists division of APA and AERA (American Educational Research Association) for professional, standards of practice, in conducting such evaluations, including appropriate freedom of interference, intrusiveness of personnel, and noise levels such that in meeting such standards it will be appropriately free from undue noise, interference and disturbance to be both reliable and valid.
- 3. <u>Contractor</u> agrees to appear in court and testify under oath as to the interpretation of test results and contents of the written evaluation report.

- 4. <u>Contractor</u> agrees to produce written report of findings and conclusions within ten (10) working days following administration of the evaluation testing.
- 5. <u>Contractor</u> affirms he is knowledgeable of Oklahoma Statutes pertaining to children and youth eighteen (18) years of age and under.
- 6. <u>Contractor</u> agrees testing instruments used in the evaluation process to arrive at findings and conclusions will be maintained on file for twenty-four (24) months from the date of testing.
- 7. Contractor affirms he is a Ph.D. Clinical Psychologist with specialized training with adults and adolescents licensed to practice under the applicable laws of the State of Oklahoma.
- 8. <u>Contractor</u> and/or persons they designate to serve during his absence agree to adhere to detention policy and procedure concerning facility security and confidentiality of client information.

ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The <u>County</u> and the <u>Contractor</u> agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders thereunder and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

ARTICLE VIII LIABILITY

<u>Contractor</u> shall perform their work under this Agreement as an independent contractor and agrees that the <u>County</u> is to be free from all liabilities and damages resulting from their performance hereunder. It is further agreed that <u>Contractor</u> will indemnify and hold harmless Oklahoma County against all claims and causes of action of any kind and character, which may arise as a result of.

ARTICLE IX COMPLIANCE WITH LAW

<u>Contractor</u> agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance with their requirements shall be the responsibility of <u>Contractor</u> without reliance on, or superintendent of, or direction by the <u>County</u>.

Contractor understands he is responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed in conjunction with fulfillment of obligations of this contract.

ARTICLE X EVALUATIONS

The <u>County</u> through any authorized representative has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed. If any inspection, investigation or evaluation is made by the <u>County</u>, the <u>Contractor</u> shall provide all reasonable assistance. All inspections, investigations, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

ARTICLE XI FEES

Contractor shall not impose any fees to county employees for services provided pursuant to this Agreement.

ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

ARTICLE XIII CANCELLATION/TERMINATION

In the event <u>Contractor</u> fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the <u>County</u> may, upon written notice of default to <u>Contractor</u>, cancel this Agreement immediately and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Agreement may be terminated for any reason, by either party by giving thirty (30) days written notice to the other party.

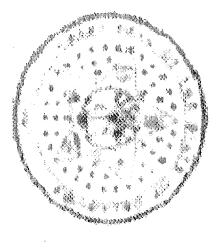
ARTICLE XIV MODIFICATION

<u>Contractor</u> is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the <u>County</u> and <u>Contractor</u>.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

Assistant District Attorney

For the faithful performance of capacities as stated affix their s		ended c	contract the parties hereto in their
Oklahoma County Juvenile Central Central County Juvenile Central Centr	nter	Dr. Ra 330 W Norma 405-21	aymond M. Fuchs, Ph.D. V. Gray Suite 518 an, Oklahoma 73069 17-2964 office (after hours messaging) 60-2908 cell
Subscribed and sworn to before My Commission Expires:	-10-22 <i>W</i>	Alere y Public	(#02008283) EXP. 05/10/22
	COUL	NTY	William Ok Ok
APPROVED this	day of	, 20	
			Board of County Commissioners Oklahoma County, Oklahoma
			ByChairman
ATTEST: David B. Hooten, County Cler	:k		By
			By
APPROVED as to form and le	gality thisday c	of	<u>, 20 </u>



ROLL Service Services

ICONSO #577 EXPIRES 12/31/2022

ACTIORIZED BY THE STATE BOARD OF EXAMINERS OF BYCHOLOGISTS. S LUNG RANGE OF SOLUTIONS THE STATE OF OCCUPANTS

Service Services

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Bill To

JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

__________ Requisition 12300017-00 FY 2023

Acct No:

UNDEFINED ACCOUNT.

Review:

Buyer: 6065jjvallee

|Status: Created

Page 1

Vendor

RAYMOND MARCUS FUCHS 330 W GRAY, SUITE 518

NORMAN, OK 73069-7141

Tel#405-217-2964 Fax 405-217-2964

Ship To

JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202

OKLAHOMA CITY, OK 73118

Deliver To

JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202

OKLAHOMA CITY, OK 73118

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001 Blanket Profess as need	: -DA Contr ional Serv led for FY	act for dices/Psych 23.	nologist	20000.00 EACH	1.	.00000	20000.00

Ship To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Deliver To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

20000.00

***** General Ledger Summary Section *****

Amount Remaining Budget

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE <u>April 5, 2021</u> AGENDA

DEPARTMENT: Ju	venile Bureau	REQUESTED BY:	J'me Overstreet
REQUISITION NO. 12	200015	_REQUISITION SHEET	CATTACHED: X YES N/A
NAME OF FUNDS: Pr	obation Fee Fund		
FUND NUMBERS: 1231	/ 520	/ 54453	MANUFACTURE CONTRACTOR
DOES THE AGENDA ITEM	I CONTAIN PRIVACY-PR	OTECTED OR SECURI	TY INFORMATION?YES _XNO
AGENDA ITEMS CONTAIN TO THE AGENDA.	NING PRIVACY-PROTEC	TED OR SECURITY INI	FORMATION WILL NOT BE HYPERLINKED
NUMBER OF ORIGINAL D	OCUMENTS TO BE RET	URNED TO YOUR DEPA	ARTMENT:
Oklahoma County on I Ph.D., who shall provid Requisition 12200015, Agreement shall be effe	ection to approve the Copenalf of the Oklahom le Psychological Evaluate to exceed \$20,000, ective July 1, 2021 threstreet, Juvenile Burgistrict Attorney.	a County Juvenile Buations of clients con has been issued to Fough June 30, 2022, eau Director and apport	Board of County Commissioners of Bureau and Dr. Raymond M. Fuchs, ning to the attention of the County. Raymond Marcus Fuchs. This contingent upon encumbrance of funds. Proved as to form and legality by Aaron APPROVED BY PURCHASING (If Applicable)
ASSISTANT DISTRICT AT	TORNEY COUNTY E	ENGINEER	PURCHASING AGENT
Please initial that document	has been reviewed for pri	ivacy-protected or secur	ity information
DISTRICT ATTORNEY:	YES	N/A	
COUNTY CLERK;	YESN/A		•
Indicate any privacy-protec	ted information that exist	3	
(NOTE: THE CHAIRMAN SUBMITTED AFTER THE	N/CHIEF DEPUTY MUST E DEADLINE)	`APPROVE ALL EME	RGENCY REQUESTS FOR ANY ITEM
DATE OF REQUEST:	AP	PROVED BY: Sumi	Manghan

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This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

Page 5 of 5

	his amended contract the parties hereto in their
capacities as stated affix their signatures.	,,,,,,
Oklahoma County Juvenile Center	PARTICIPANT

J'me Overstreet

J'me Overstreet Director 1 CDO.

Dr. Raymond M. Fuchs, Ph.D. 330 W. Gray Suite 518 Norman, Oklahoma 73069

405-217-2964 office (after hours messaging)

405-760-2908 cell

Subscribed and sworn to	1	Dalerie .	, 20 <u>21</u> D. Lee	# 02008283 EXP. 05/10/22	THE PROPERTY OF THE PARTY OF TH
		Notary Public	02008283	OF OKLANIE	•
APPROVED this	5	_{day of} April	20.2	21	

PO No. 22200606

Board of County Commissioners Oklahoma County, Oklahoma

APPROVED:

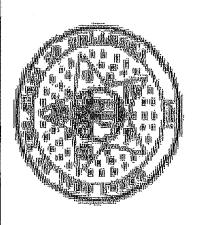
Assistant District Attorney

David B. Hooten, County Clerk

Chairman

Keum C

Member



Health Service Psychologist

OKLAHONA

Raymond Fuchs, Ph.D.

License #577 Expires 12/31/2021

AUTHORIZED BY THE STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS. IS LICENSED AS A PSYCHOLOGIST IN THE STATE OF OKLAHOMA AS

Executive Officer

Lang Ras.

Chair of the Board

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

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DATE OF REQUEST: 03 / 23 / 21
COUNTY DEPARTMENT MAKING REQUEST: JJC
STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:
Please review and approve the Contract between the Board of County Commissioners of
Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Dr. Raymond
M. Fuchs, Ph.D., who shall provide Psychological Evaluations of clients coming to the
attention of the County, Requisition 12200015, not to exceed \$20,000, has been issued to Raymond Marcus Fuchs. This Agreement shall be effective July 1, 2021 through June 30,
2022, contingent upon encumbrance of funds. Requested by J'me Overstreet, Juvenile
Bureau Director.
ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office). COUNTY OFFICER DATE RECEIVED BY DISTRICT ATTORNEY:
REPLY BY DISTRICT ATTORNEY:
Reviewed 3/23/21
RECEIVED MAR 2 3 2021 DAVID PRATER DISTRICT/ATTORNEY By:

PEYPORPORT ATTORNEY





B111 TO JUVENILE JUSTICE BURBAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Regulation 12200015-00 FY 2022

Acot No: UNDEFINED ACCOUNT, Review: Buyer: 6065jjvallee Status: Created

Page 1

Vendor RAYMOND MARCUS FUCHS 330 W GRAY, SUITE 518

NORMAN, OK 73069-7141

Tel#405-217-2964 Fax 405-217-2964 Ship To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Deliver To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Yumber	Date Required	Ship Via	Terms	Departme	nt	
03/23/21	001615		<u> </u>		Juvenile	Justice	Bureau
LM Descript	lon / Add	ount	***************************************	Ωty	Unit	Price	Net Price
001 Blanket for DA Contract for Professional Services (Psychologist) as needed for FY 22.			20000.00 EACH	1.	00000	20000.00	

Ship To JUVENILE JUSTICE BUREAU 5905 N, CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Deliver To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

20000.00

***** General Ledger Summary Section *****
Account

Amount Remaining Budget